of the person insured. *Cleaver* v. *Mutual Reserve Fund Life Ass'n,* L. R. [1892] 1 Q. B. 147; *Anderson* v. *Life Ins. Co.,* 152 N. C. 1, 67 S. E. 53; *Schmidt* v. *Northern Life Ass'n,* 112 Iowa 41, 83 N. W. 800, 51 L. R. A. 141.

It has frequently been held that where the statute of descents and distributions is clear and unambiguous, one claiming under the statute as heir or distributee of the estate of the deceased will not forfeit his right to the property of the deceased because of the fact that he killed, or claims through one who killed, the intestate. *Shellenberger* v. *Ransom,* 41 Neb. 631, 59 N. W. 935, 25 L. R. A. 564; *Carpenter's Appeal,* 170 Pa. St. 203, 32 Atl. 637, 29 L. R. A. 145, 50 Am. St. Rep. 765; *McAllister* v. *Fair,* 72 Kan. 533, 84 Pac. 112.

But, on the other hand, there are cases which support the doctrine as laid down in the principal case, that the administrator of the insured cannot recover on the policy if the beneficiary who caused the death of the insured is the sole distributee of the deceased. Thus, where the parents of the insured were her sole heirs and beneficiaries and had aided in procuring the performance of a criminal operation resulting in her death, it was held that the insured was not liable on the policy. *McDonald* v. *Mutual Life Ins. Co.,* 178 Iowa 863, 160 N. W. 289. In another case which bears out the doctrine of the instant case by analogy, the father of a twelve year old boy was a party to a contract of employment of this boy in violation of a State statutory provision. The boy was killed by an explosion in the mine in which he was employed. It was held that the father could not maintain an action for damages because his own wrong had contributed to the death of the decedent. *Dickinson* v. *Stuart Colliery Co.,* 71 W. Va. 325, 76 S. E. 654.

It would seem that the decision in the instant case is based upon sound principles of public policy. No one should be allowed to profit by his own wrong. If the beneficiary cannot recover directly upon the policy, she should not be allowed to get the benefit of the policy in an indirect manner as sole distributee of the estate of the deceased.

For the effect of the killing of the insured by an insane beneficiary, see 1 VA. LAW REV. 161.

INTERSTATE COMMERCE—STATE TAXATION—MUNICIPAL LICENSE TAX ON ITINERANT SALES.—A manufacturer of soft drinks in one State sent wagons into another State where cases of the bottled drinks were sold and delivered to retailers from the wagons. In this latter State there was a municipal license tax upon all wholesale dealers in soft drinks. The manufacturer objected to the payment of this tax upon the ground that it was a State regulation of Interstate Commerce. *Held,* the manufacturer is liable for the tax. *Wagner* v. *City of Covington,* 40 Sup. Ct. 93. For discussion of the principles involved, see 2 VA. LAW REV. 415.

INTERSTATE COMMERCE—TELEGRAPHS—TELEGRAM CROSSING STATE LINE.—A telegraph company transmitted a message between two points within a State by routing it through a point in another State. This was the customary route by which the company sent such messages. The

plaintiff sued under a State law to recover damages for mental anguish caused by the delay in the delivery of the message. The court instructed the jury that if such manner of routing was adopted to evade the State laws, the telegram was not an interstate message. Upon a verdict and judgment in favor of the plaintiff, the defendant appealed. *Held,* the judgment is affirmed. *Watson* v. *Western Union Telegraph Co.* (N. C.), 101 S. E. 81. (Brown and Allen, JJ., dissenting.) For principles involved, see 3 VA. LAW REV. 471.

JUSTICES OF THE PEACE—AGREEMENT NOT TO APPEAL CASE VALID.—It was mutually agreed in writing between the parties to an action before a justice of the peace that they would abide by the judgment of the justice's court, and that an appeal would not be taken to the circuit court. The agreement was entered into to avoid costs incident to an appeal. *Held,* this agreement is a valid waiver of the right to appeal. *Worthington* v. *Osborn* (Ark.), 215 S. W. 700.

A person need not exercise the right of appeal merely because he has the right. The right may be waived where it has been agreed that there shall be a waiver, and such agreement will be enforced. *Lyon* v. *Sanders,* 3 Greene (Ia.) 332. To be binding, however, the agreement to waive the right of appeal must be in writing. A parol agreement will be given no effect. *Clark* v. *Gibson,* Morris (Ia.) 328; *Dawson* v. *Condy,* 7 Serg. & Rawle (Pa.) 366. See also *People* v. *Stevens,* 52 N. Y. 306.

A person executing a promissory note may therein waive his right of appeal. *Bohan* v. *Cawley,* 120 Pa. St. 295, 14 Atl. 59. The right to appeal from an adverse judgment upon a plea in abatement is waived by a plea to the merits of the case. *Prosser* v. *Chapman,* 29 Conn. 515.

The parties to litigation in the higher courts may also waive the right of appeal. Thus, it was held that trustees and executors acting in their official capacities could waive the right of appeal from the United States Circuit Court of Appeals, and that such waiver would bind those whom the trustees and executors represented. *Elwell* v. *Fosdick,* 134 U. S. 500. As to waiver of appeal from an inferior State court, see *Johnson* v. *Halley,* 8 Tex. Civ. App. 137, 27 S. W. 750. If there are several defendants, and some of them agree that they will not take any steps to have the judgment reviewed, one who does not so agree must, if he wishes to have the proceedings reviewed, sue out a sole writ in his own behalf. A writ sued out jointly with those who agreed will be dismissed. *Cole* v. *Thayer,* 25 Mich. 212.

The release of the right of appeal may be brought before the court to which the appeal was taken, although such release does not form part of the record. *Dakota County* v. *Glidden,* 113 U. S. 222; *Elwell* v. *Fosdick, supra.* But see *Morris* v. *Palmer,* 32 Miss. 278.

The release whereby the right of appeal is waived must be based upon sufficient consideration. If there is no legal or valid consideration for an agreement to withdraw an appeal, the agreement will not be enforced. *Ward* v. *Hollins,* 14 Md. 158. After judgment, an attorney at law has no right to make a gratuitous waiver of appeal. *Keoughan* v.